

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

DEBRA BELL, ET AL.,	:	
Plaintiffs,	:	
	:	
-vs-	:	Civ. No. 3:99CV02526 (PCD)
	:	
CHARLES GUY D/B/A	:	
CAR CITY OF DANBURY,	:	
Defendant.	:	

RULING ON DEFENDANT’S MOTION FOR PROTECTIVE ORDER

Defendant moves for a protective order (Doc. 35) to prevent the defendant from having to appear for a deposition noticed for July 6, 2000 at 10:00 a.m. The motion is denied.

I. BACKGROUND

Plaintiffs allege that on or about September 24, 1999, they entered into a consumer credit transaction with defendant to purchase a car. (Doc. 1 ¶ 7.) Plaintiffs claim to have suffered monetary loss, stress, embarrassment, humiliation, and inconvenience as a result of defendant’s failure to disclose relevant and material information in the closed end retail installment contract prior to signing. (Id. ¶¶ 16, 19.) The complaint contains two counts. The first count alleges a violation of the federal Truth in Lending Act, 15 U.S.C. § 1601 et seq., and of the Connecticut Truth in Lending Act, Conn. Gen. Stat. § 36-393 et seq. The second count alleges a violation of the Connecticut Unfair Trade Practices Act (CUPTA), Conn. Gen. Stat. § 42-110a et seq.

II. DISCUSSION

Protective orders are entered for good cause. Fed. R. Civ. P. 26(c) (“[u]pon motion by a party or by the person from whom discovery is sought, ... and for good cause shown”). “[T]he burden is upon the party seeking ... a protective order to show good cause.” Penthouse Int’l, Ltd. v. Playboy Enter., Inc., 663 F.2d 371, 391 (2d Cir. 1981) (disclosure of business records). “To overcome the presumption, the party seeking the protective order must show good cause by demonstrating a particular need for protection. Broad allegations of harm, unsubstantiated by specific examples or articulated reasoning, do not satisfy the Rule 26(c) test.” Cipollone v. Liggett Group, Inc., 785 F.2d 1108, 1121 (3d Cir. 1986).

The Defendant has failed to show good cause for the granting of a protective order. Instead, the Defendant merely offers the conclusory statement that a deposition would be “unduly time consuming, expensive and will not lead to the discovery of new evidence.” (Doc. 36 at 2.) Defendant’s conclusion seems to rest on the notion that the only issues in dispute are “the legal consequences of [the] documents” in this matter and that “oral communications are not at issue.” (Id. at 1.)

However, the central dispute in this case arises from whether or not relevant and material information about a contract was revealed prior to signing. As the only defendant in the case (Doc. 1.), he could offer material evidence regarding the discussion(s) and representation(s) surrounding the signing of the installment contract.

Defendant has failed to put forward with sufficient specificity why Plaintiffs

should not be able to depose him about such matters. As such, he has failed to satisfy his burden in showing good cause.

III. CONCLUSION

Defendant's motion for a protective order (Doc. 35) is **denied**.

SO ORDERED.

Dated at New Haven, Connecticut, September __, 2000.

Peter C. Dorsey
Senior United States District Court Judge